

Agreement# 71062

INTERAGENCY AGREEMENT

This Agreement is between the State of Oregon acting by and through Department of Human Resources, Office of Medical Assistance Programs, hereinafter called "OMAP" and Oregon Commission on Children and Families, hereinafter called "AGENCY".

I. TERM

This contract shall become effective on October 1, 1997 and shall expire unless otherwise terminated in accordance with the provisions of Section VI. 3. of this contract on June 30, 1999.

II. PURPOSE

The OMAP and AGENCY intend to improve health services access and availability for Medicaid children and families residing in multiple counties in the state of Oregon by utilizing staff and resources of the local Commissions for Children and Families in these counties to provide outreach, health care coordination, and other Medicaid related administrative activities that support the administration of the Title XIX Medicaid State Plan.

III. STATEMENT OF WORK

AGENCY shall directly and through sub-agreements with local Commissions for Children and Families, approved by OMAP, provide Title XIX administrative activities including but not limited to outreach, coordination, case planning information, assessment, and assistance with the eligibility process for children and families.

Further AGENCY agrees to:

1. Maintain a list of each individual and the position identified as performing activities under this agreement, by local Commission, per cent of time allocated to each individual for these activities, and the salary and other personnel expenses (OPE) for each individual.
2. Upon request, make available the records that support the quarterly claim, including the position detail and cost information.

3. Reimburse OMAP for the state match portion of costs attributable to the performance of the activities covered by this agreement, plus any other administrative costs deemed appropriate by both parties.
4. Obtain OMAP approval of any sub-agreements negotiated with local Commission on Children and Families for the purpose of carrying out this agreement.
5. Monitor sub-agreements as necessary to assure the activities and costs being claimed are reasonable and related to the purpose of this agreement.
6. Be financially responsible for the final amount of any federal disallowance as a result of unsupportable claims under this agreement.
7. Claim no more than 5% of the local Commission on Children and Families total salary and benefits as indirect cost and no more than 10% of all the Commission on Children and Families total salary and benefits as the AGENCY's indirect cost under this agreement.
8. Assure that Medicaid eligible children and families receiving assistance under this agreement are free to accept or reject Medicaid services and/or to receive such services from an enrolled provider of their choice unless otherwise restricted to a provider of health plan by the OMAP.
9. Assure that services billed for under this agreement are not also reimbursed under other title XIX programs or other federal programs.
10. Support the partnerships between the State Commission on Children and Families; the Oregon Health Division; local Commissions; and local Health Departments as intended and prescribed in HB 2008, and as is being developed and implemented at the state and local level. As this approach continues to be acknowledged as the most effective approach in providing comprehensive services to infants, children and families, the cooperation and collaboration historically demonstrated between local Health Departments and local Commissions must be maintained and, to the degree possible, enhanced for the duration of this agreement.

OMAP agrees to:

1. Assist the AGENCY in the review and approval of sub-agreements to carry out this agreement.
2. Provide technical assistance in the identification of allowable activities under this agreement.

3. Assist the AGENCY in resolving any federal compliance or fiscal issues.

IV. CONSIDERATION

1. Payment for all work performed under this contract shall be subject to the provisions of ORS 293-462 and shall not exceed the maximum sum of \$1,800,000.00 including any travel and other expenses when noted below.
2. AGENCY shall bill OMAP in arrears. The AGENCY will provide a detailed statement showing the costs attributable to each sub-agreement for salaries and OPE, other expenses, and the amount of indirect cost.
3. AGENCY shall not submit billings and OMAP will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before AGENCY performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the termination of this contract.
4. AGENCY shall reimburse OMAP quarterly for the non-federal match portion which equals 50% of the amount billed by Contract in IV. Consideration subsection 2. above.

Itemized billings shall be sent to the supervising representative: Jerry Fuller.

OMAP will:

1. Reimburse the AGENCY on a quarterly basis, in arrears for the Title XIX Medicaid administrative activities claimed under this agreement. Total reimbursement shall not exceed \$1,800,000.00.
2. Itemized billings shall be sent to the supervising representative:
Fritz Jenkins.

V. TRAVEL AND OTHER EXPENSES

No other travel or expenses are authorized.

VI. GENERAL PROVISIONS

1. Funds Available and Authorized

Except in the event that the OMAP has entered into a master contract, Agency shall not be compensated for work performed under this agreement by any other agency or department of the State of Oregon. OMAP has sufficient funds currently available and authorized for expenditure to finance the costs of this agreement within the OMAP's biennial appropriation or limitation. Agency understands and agrees that OMAP's payment of amounts under this agreement attributable to work performed after the last day of the current biennium is contingent on OMAP receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow OMAP, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, OMAP may terminate this agreement without penalty or liability to the OMAP, effective upon the delivery of written notice to Agency, with no further liability to Agency.

2. Amendment

The terms of this agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties.

3. Termination

- a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days notice in writing, and delivered by certified mail or in person.
- b. In addition, the OMAP may terminate or modify this agreement, in whole or in part, effective upon delivery of written notice to the Agency, or at such later date as may be established by the OMAP, under any of the following conditions:
 - 1) If OMAP funding from federal, state, or other sources is:
 - a) not obtained ;
 - b) is capped;
 - c) continued at levels insufficient to allow for purchase of the indicated quantity of services;

- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement; or
 - 3) If any license or certification required by law or regulation to be held by the Agency to provide the services required by this agreement is for any reason denied, revoked, suspended, or not renewed.
- c. Time is of the essence of Agency's performance of each and every obligation and duty under this agreement. OMAP, by written notice to Agency, may at any time terminate the whole or any part of this agreement:
- 1) If the Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
 - 2) If the Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the OMAP, fails to correct such failures within 30 calendar days or such other period as the OMAP may authorize or require.

The rights and remedies of the OMAP provided in subsection c, above, are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

- d. Termination or modification of this agreement pursuant to subsections a or b, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, or c of this section), Agency shall immediately cease all activities under this agreement, unless expressly directed otherwise by OMAP in the notice of termination. Further, upon termination, Agency shall deliver to OMAP all agreement documents, information, works-in-progress and other property that are or would be deliverables had the agreement been completed.

4. Written Notice

All notices regarding this agreement should be sent to the parties at the following addresses:

To OMAP: Jerry Fuller
500 Summer St. NE, 3rd Floor
Salem, Oregon 97310

To Agency: Fritz Jenkins
530 Center St., Ste. 300
Salem, Oregon 97310


5. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. AGENCY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

V. SIGNATURES



Oregon Commission on Children and Families Date
Administrator/Delegate



Office of Medical Assistance Programs Date
Administrator/Delegate

Reviewed by Contracts Unit _____

Reviewed by Program Unit  12/22/97
12/17/97

Initials Date

Initials Date